

Florida Coca-Cola Bottling Company

a COCA-COLA ENTERPRISES company

South Florida Division
Plantation Office

8151 Peters Rd
Plantation, FL 33324
954-986-3900
954-986-3901 Fax

June 14, 1999

Mr. Douglas Tober
General Manager
SMG
701 Market Street
Suite 4400
Philadelphia, PA 19106

Dear Mr. Tober:

Attached please find the long awaited fully executed copy of our agreement with Miami Beach Convention Center.

If you have any questions regarding this agreement, please do not hesitate to call.

Sincerely,


Jean Terminiello
Area Vice President

JMT/lk

Enclosure

cc: Robert L. Cavalieri, Network Group International, L.P.



AGREEMENT

This Agreement, made and entered into effective as of January 1, 1996 (the "Effective Date"), between Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company, a Delaware corporation ("Advertiser") and Network Group International, a Pennsylvania Limited Partnership, an authorized agent of and for SMG, a Pennsylvania General Partnership, having its principal place of business at

701 Market St. Suite 4400,
Philadelphia, PA 19106

WITNESSETH:

WHEREAS, Advertiser desires to obtain certain exclusive promotional and product availability rights for its products; and

WHEREAS, Account is vested with the authority to grant to Advertiser the exclusive promotional, advertising and product availability rights described herein with respect to Miami Beach Convention Center ("Convention Center") and Jackie Gleason Theater of the Performing Arts ("Theater") (Convention Center and Theater referred to herein collectively as "Facilities"), Account and the Account Marks (all as defined herein) and is willing to do so for the consideration stated herein; and

WHEREAS, Advertiser is the authorized bottler of Coca-Cola® in the territory which includes the Facilities; and

WHEREAS, this Agreement is primarily entered into by Advertiser for the purpose of creating an association between the Facilities, the Account and the Account Marks and the Advertiser's products, and exclusive product availability rights are necessary to ensure that such association is not undermined or diluted;

NOW, THEREFORE, in consideration of the promises made herein, the parties hereto agree as follows:

1. Definitions

1.1 "Account Marks" means Account's name, the Designations and all trademarks and logos, mascots, characters and symbols that are in existence on the Effective Date or which will be created during the Term and which are owned, licensed or otherwise controlled by Account. Set forth on Exhibit A is a true and correct list of the Account Marks in existence as of the date hereof.

1.2 "Agreement Year" means each twelve-month period beginning with the first day of the Term.

1.3 "Approved Cups" means cups approved by Advertiser from time to time as its standard trademark cups and/or vessels and/or other containers approved by Advertiser from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola and/or other Products. Advertiser's current standard trademark cup is attached hereto as Exhibit B.

1.4 "Beverages" means all carbonated and noncarbonated, frozen and unfrozen, natural or artificially-flavored nonalcoholic (less than 3% alcohol content) beverages for independent consumption and for use as mixers with alcoholic beverages and otherwise, including, but not limited to: nonalcoholic beverages with nutritive or nonnutritive sweeteners; natural or artificially flavored nonalcoholic fruit juices; fruit juice-containing drinks; fruit-flavored drinks (sweetened or unsweetened); 100% fruit juices, fruit punches and ades; hypertonic, hypotonic and isotonic energy and fluid replacement drinks (sometimes referred to as "sports drinks"); bottled/canned carbonated and noncarbonated packaged waters; ready to drink chocolate drinks; coffee and tea products; and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which any of the foregoing drinks and/or beverages are made.

1.5 "Competitive Products" means any and all Beverages other than Products (as defined below).

1.6 "Designations" means the following: "Official Soft Drink of Miami Beach Convention Center" and "Official Soft Drink of Jackie Gleason Theater of the Performing Arts".

1.7 "Facilities" means the entire premises of Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts, in and around the Facilities, including without limitation the grounds, and all buildings which comprise, or are, a part of Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts, including all dining facilities, branded and unbranded food service outlets, private meeting rooms and suites and vending locations.

1.8 "Products" shall mean any and all Beverage products of the Advertiser.

1.9 "Sponsorship Fees" shall mean all Sponsorship Fees to be paid by Advertiser to Account under this Agreement as set forth in Section 5.

1.10 "Term" shall mean the five (5) year period beginning on the Effective Date, unless mutually extended by written agreement of the parties or unless sooner terminated as provided herein. The parties shall have the option to extend the Term for an additional two (2) year period upon the same terms and conditions contained in this Agreement, with the Sponsorship Fees being the same as in Agreement Year Five.

2. Grant of Exclusive Advertising, Promotional and Beverage Availability Rights

During the Term and subject to the Permitted Exceptions set forth in Section 4, Account hereby grants to Advertiser the following advertising, promotional and Beverage availability rights:

2.1 **Exclusive Beverage Availability in the Facilities.** Subject to the Permitted Exceptions referenced in Section 4 hereof, the exclusive right to make Beverages available for sale on the Facilities. Account and Advertiser agree that Products including Coca-Cola® classic (or Coke®), diet Coke®, Sprite®, Minute Maid® soft drinks and juices, PowerAde®, Nestea® and such other Products as Advertiser and Account shall mutually designate shall be the exclusive Beverages sold, dispensed or served at all locations in the Facilities. Account agrees that, unless otherwise agreed to by Advertiser, Account shall purchase all Products from Advertiser (either directly or as an agent of The Coca-Cola Company), provided that if Advertiser is unable to supply any Product(s) which Account desires to purchase, then Account may purchase such Products from another authorized distributor of The Coca-Cola Company.

2.2 **Exclusive Promotional and Advertising Rights for Beverages in the Facilities.** The exclusive right to advertise and promote Beverages in connection with Account, the Facilities, and the Account Marks, including the following specific promotional rights:

2.2.1 **Signage for Products.** Advertiser shall be entitled to have permanent signage for Products in the Facilities. Such signage shall meet Advertiser's reasonable specifications as to design, construction, and general appearance. Such signage shall, also, at a minimum, conform to the dimensions and diagram attached hereto as **Exhibit C.** Account agrees that should additional permanent advertising, either in currently existing forms or in new forms, be added in or around the Facilities, then Advertiser shall have a right of first refusal at the most favored rate offered, and in accordance with the provisions of Section 8 hereof, to purchase the amount of additional signage in excess of what otherwise would be made available to Advertiser free of charge. In no event shall any such additional signage be made available to any Competitive Product.

2.2.2 **No Obstruction of Signage.** Without the express written consent of Advertiser, Advertiser's signage in the Facilities shall not be altered or obscured in any way or draped (whether physically or by electronic means) at any time or for any reason.

2.2.3 **Obligation to Maintain Signage.** As owner, Account shall maintain all scoreboards, signs and other advertising for Products in good order and repair.

2.2.4 **Point-of-Sale Advertising.** Materials promoting Products at the point-of-sale in the Facilities shall be clearly visible to the purchasing public and shall be displayed in a manner and location acceptable to Advertiser.

2.2.5 **Menu Board Advertising.** Products shall be prominently listed on the menu boards of all food and refreshment outlets in the Facilities.

2.2.6 **Approved Cups; Product Hawking.** Account shall ensure that all Beverages served, sold or dispensed in the Facilities (including Beverages sold, served or made available in locker rooms), shall be served in Approved Cups. Account further agrees that Products shall be hawked in the stands in Approved Cups at all sporting events and during all events when any items of any make or description are hawked in the Facilities.

2.2.7 **Illuminated Signage.** All lighted signs and panels promoting Products shall be fully illuminated at all events in the Facilities for which any signs are illuminated and at all other times when the Account's scoreboards are illuminated.

2.2.8 **Access to Signage.** Advertiser shall have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Advertiser's cost and discretion.

2.2.9 License to use Account's Name. Advertiser shall have the right to promote the fact that Advertiser is a sponsor of Account and the Facilities and that Products are available in the Facilities. Such promotion may occur on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served. Subject to Account's approval rights set forth in Section 14, Account hereby grants to Advertiser a license to use the name of Account, the Facilities and the Account Marks, on a royalty-free basis, for the purposes of promoting Products in any and all packages in which they are sold, and with any customer of Advertiser on promotional materials, packaging, premiums, electronic and print media and point-of-sale. Such promotional rights shall include the right to use the Account Marks in third party tie-ins with Advertiser's retail customers including the ability for Advertiser to develop joint promotions in association with Products incorporating the customer's marks, logos and/or branded products with the Account Marks.

2.2.10 Tickets. During each Agreement Year, Account agrees to use its "best efforts" to provide Advertiser with four (4) tickets to events which take place at the Facilities, at no additional cost.

3. Competitive Products

During the entire Term and any renewal or extension thereof, except for the Permitted Exceptions set forth in Section 4:

3.1 No Competitive Products at the Facilities. No Competitive Products may be sold, dispensed or served anywhere in the Facilities. No sampling of Competitive Products will be permitted anywhere in the Facilities.

3.2 No Advertising of Competitive Products. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere in the Facilities.

3.3 No Association with Competitive Products. No agreement or relationship will be entered into or maintained by Account pursuant to which any Competitive Products are associated in any manner with Account, the Facilities and/or the Account Marks or promotional materials, advertising or broadcasts in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Account, the Facilities, or the Account Marks and any Competitive Products.

4. Permitted Exceptions

The following items shall be considered "Permitted Exceptions":

4.1 Permitted Competitive Beverage Availability-General. Account has the right to make available for sale at the Facilities, (i) fresh brewed coffee, (ii) fresh brewed tea and (iii) lemonade squeezed fresh at the Facilities, for as long as Advertiser does not distribute a similar product (but only for as long as such a product remains unavailable through Advertiser). This provision shall not be deemed to allow advertising or promotional rights with respect to such Competitive Products except that trademarks for such Competitive Products may be displayed (i) on menu boards, (ii) on dispensing equipment, (iii) and on cups, which shall be utilized only when dispensing "Bob's Fresh-Squeezed Lemonade."

4.2 Special Promotional Events. Account has the right to allow temporary signage, advertising or trademark display for Competitive Product(s) to be displayed at the Facilities during up to ten (10)

"Special Promotional Events" (as hereinafter defined) per Agreement Year at the Convention Center and during up to eight (8) Special Promotional Events per Agreement Year at the Theater; provided however that (i) Advertiser's exclusive promotional rights shall not be otherwise affected during such Special Promotional Events and (ii) no Competitive Products may be sold, served or otherwise made available during any such Special Promotional Event, except during beverage industry-related trade shows, including without limitation, the Inter-Bev and the Latin American Beverage Expo, and Competitive Products must be served in unbranded, generic cups only. For purposes hereof, an event which continues for a 24-hour period shall be considered one Special Promotional Event.

As used herein, the term "Special Promotional Event" shall mean and be limited to local, regional and/or national events which are sponsored by a manufacturer, licensee or distributor of a Competitive Product and for which advertising rights for a Competitive Product are mandated in a master agreement between such sponsor and the athletes or artists performing in such event, Account shall provide Advertiser with no less than thirty (30) days prior notice that it intends to designate an event as a Special Promotional Event. Notwithstanding the foregoing, Account agrees that it shall not seek or otherwise solicit Special Promotional Events.

5. Consideration

5.1 For the exclusive promotional rights, exclusive Beverage availability rights and other rights described herein, Advertiser agrees to pay to Account One Hundred Seventy-Five Thousand Dollars (\$175,000) for the full Term ("Sponsorship Fees"). The Sponsorship Fees shall be paid to Account by Advertiser in the following amounts per Agreement Year:

| | |
|--------|-----------|
| Year 1 | \$ 42,500 |
| Year 2 | \$ 21,250 |
| Year 3 | \$ 21,250 |
| Year 4 | \$ 45,000 |
| Year 5 | \$ 45,000 |

Account acknowledges its receipt in full of the first annual installment. With respect to subsequent Agreement Years, fifty percent (50%) all annual Sponsorship Fees shall be paid by Advertiser on January 1 and the remaining fifty percent (50%) due on or before June 1 of the Agreement Year to which such payments relate. Account shall invoice Advertiser for all Sponsorship Fee payments. The parties agree that Ten Thousand Dollars (\$10,000) of each annual installment is payable to Account for sponsorship of a mutually agreeable event.

5.2 In addition to the Sponsorship Fees set forth above, Advertiser shall annually provide Account with media valued at a maximum of Fifteen Thousand Dollars (\$15,000). Account shall provide Advertiser with approved advertising copy at least fifteen (15) days prior to use in media.

6. Equipment and Service

6.1 **Loan of Equipment.** During the Term, Advertiser will loan to Account, at no cost, (i) the post-mix and freestanding pre-mix dispensing equipment and Beverage vending machines which are reasonably required over the Term to dispense post-mix, pre-mix and bottle/can Products at existing locations in the Facilities, and (ii) any additional post-mix, pre-mix and bottle/can dispensing equipment reasonably required over the Term in order to replace defective or worn out dispensing equipment or to equip new locations in the Facilities where Account elects to dispense post-mix, pre-mix and bottle/can Products with the consent of Advertiser, which consent shall not be unreasonably withheld. All of such equipment is hereinafter referred to as the "Equipment".

6.2 **Account Obligations Relating to Equipment.** Account agrees (i) it will execute any UCC Financing Statements, or other documents evidencing Advertiser's ownership of the Equipment, (ii) upon request of Advertiser, Account will execute any equipment placement agreements relating to the Equipment (the "Advertiser Equipment Placement Agreement"), but that to the extent that any of the terms of the Advertiser Equipment Placement Agreement is in conflict with the terms of this Agreement, this Agreement will control, (iii) the Equipment may not be removed from the Facilities without Advertiser's written consent, (iv) Account will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Advertiser, and (v) Account will be responsible to Advertiser for any loss or damage to said Equipment, reasonable wear and tear excepted.

6.3 **Equipment Service.** In addition, Advertiser will provide Account with reasonable service at no charge to the Equipment. All equipment service will be provided during normal business hours, and Advertiser will not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Advertiser. Advertiser shall not be liable for damages of any kind arising out of delays in rendering service.

7. Remedies for Loss of Rights - Termination

7.1 **Account Termination Rights.** In addition to any other legal or equitable remedy, Account shall have the right to terminate this Agreement upon forty-five (45) days' written notice to Advertiser at any time if:

7.1.1 **Advertiser's Failure to Pay.** Advertiser fails to make any payment due hereunder, and if such default shall continue for forty-five (45) days after written notice of such default is received by Advertiser; or

7.1.2 **Breach By Advertiser.** Advertiser breaches any other material term or condition of this Agreement and fails to cure such breach within forty-five (45) days after written notice of default; or

7.1.3 **Advertiser Insolvency or Bankruptcy.** Advertiser shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the governing laws of the United States or of any state.

7.2 Advertiser Termination Rights. In addition to any other legal or equitable remedy, Advertiser shall have the right to terminate this Agreement upon forty-five (45) days' written notice to Account at any time:

7.2.1 Breach by Account. If Account breaches any material term or condition of this Agreement and fails to cure such breach within forty-five (45) days after written notice of default. For purposes of this Section 7, a breach of Advertiser's exclusive Beverage availability rights and/or Account's failure to comply with the requirements of Section 2.2.6 relating to Approved Cups shall, without limitation, be deemed to be "material terms and conditions"; or

7.2.2 Account Insolvency or Bankruptcy. If Account shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the governing laws of the United States or of the several states; or

7.2.3 Account Loss of Authority. Upon any expiration or revocation of Account's authority to convey the above promotional and product availability rights; provided that in such event, in addition to the termination rights set forth herein, Advertiser shall have the right, but not the obligation, to cease payment to Account and instead make payment to any party that thereafter assumes responsibility for Beverage advertising and availability in the Facilities; or

7.2.4 Account Sold to Competitor of Advertiser. If five percent (5%) or more of capital stock or net assets of Account is acquired by an entity (or affiliate thereof) which competes with Advertiser in the sale and distribution of Beverages; or

7.2.5 Facilities Closing. If either of the Facilities is closed for a period of more than one hundred eighty (180) consecutive days.

7.3 Repayment of Sponsorship Fees in Event of Termination. Upon any termination of this Agreement for any reason other than termination under Sections 7.1.1 or 7.1.2 above, Account shall pay a pro rata refund of any prepaid Sponsorship Fees prorated to the date of termination or, if earlier, the date of any default hereunder by Account.

7.4 Additional Remedies for Loss of Rights

7.4.1 Temporary Closing of Facilities. If either of the Facilities is closed for a period of more than ninety (90) consecutive days, but less than one hundred eighty (180) consecutive days, Advertiser may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of Account.

7.4.2 Material Limitations of Advertiser's Rights. If (a) any of the Beverage availability or promotional rights granted to Advertiser herein are materially restricted or limited during the Term, or (b) either of the Facilities is closed for a period of more than ninety (90) consecutive days (whether or not such failure to play is due to a cause beyond the reasonable control of Account including a strike or other work stoppage), then in addition to any other remedies available to Advertiser, Advertiser may elect, at its option, to adjust the Sponsorship Fees to be paid to Account for the then remaining portion of the Term

(and Account shall pay to Advertiser a pro rata refund of any prepaid amounts) to reflect the diminution of the value of rights granted hereunder to Advertiser.

In the event Advertiser elects to exercise its right to such adjustment and refund, Account may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Advertiser of its disagreement with the amount of the adjustment. The parties shall then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Advertiser may exercise the right of termination described in Section 7.2 above.

7.4.3 Injunctive Relief. The parties acknowledge that the rights granted to Advertiser herein are special, unique and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of other remedies described herein. As a result, Account acknowledges and agrees that in addition to any other available remedies in the event of a material limitation of any of Advertiser's rights hereunder, Advertiser shall be entitled to seek and obtain equitable relief, including an injunction requiring Account to comply fully with its obligations under this Agreement.

7.4.4 Protection Against Ambush Marketing. Account recognizes that Advertiser has paid valuable consideration to ensure an exclusive associational relationship with Account, the Account Marks and the Facilities with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Advertiser's valuable rights.

Accordingly, subject to the Permitted Exceptions set forth in Section 4 above, in the event another person or entity attempts, without Advertiser's consent, to associate its Beverages with the Facilities, the Account the Account Marks, or to suggest that Competitive Products are endorsed by or associated with Account, the Facilities and/or the Account Marks by referring directly or indirectly to Account, the Facilities and/or the Account Marks (all of which actions described in this paragraph are sometimes referred to as "Ambush Marketing"), Account will promptly oppose such actions and take all reasonable steps (including, but not limited to: written complaints to the violating party and local media outlets; private and public cease and desist announcements; and cooperating with Advertiser in the filing of appropriate legal actions, including actions for temporary and permanent injunctive relief) to stop the Ambush Marketing and to protect the exclusive associational rights granted to Advertiser by Account in this Agreement.

8. Right of First Refusal-Promotional Rights and Product Availability

8.1 Advertiser Rights. Advertiser shall have the right of first refusal, upon termination of this Agreement, for any similar agreement regarding Beverage availability, merchandising, promotional and advertising rights with respect to the Facilities and/or the Account Marks. If, in the future, such Beverage rights as conveyed herein are "bundled" with non-Beverage rights under a single sponsorship proposal, Account shall require that the Beverage rights be separated and made distinguishable in terms of rights, obligations and considerations to be paid.

8.2 Definition of Right of First Refusal. As used herein in this Section 8, the term, "right of first refusal" shall mean that Account shall negotiate exclusively with Advertiser (i) for a period of ninety (90) days before and after the termination of this Agreement, and/or (ii) for a period of ninety (90) days following the date when any new form of signage or other advertising becomes available. After such exclusive negotiation period, Account shall be free to negotiate with any person, however, if Account

receives a "bona fide offer" (as hereinafter defined) regarding such rights from a third party, then Account shall be obligated to notify Advertiser of such offer and Advertiser shall have ten (10) business days from the date of such notice to offer to contract with Account on terms no less favorable to Account than those contained in the bona fide offer of the third party. In no event shall Account enter into a contract with a third party upon terms and conditions more favorable to such third party than those previously offered to Advertiser. As used herein, the term "bona fide offer" shall mean a proposed agreement concerning rights and obligations similar to those contained herein, which agreement if executed by Account and the third party, would be legally binding.

9. Confidentiality

Account agrees that the amount of Sponsorship Fees provided to Account by Advertiser under this Agreement will be kept confidential by Account, its agents, employees and representatives and, except as may be required by law, will not be disclosed in any manner whatsoever, in whole or in part, by Account or its agents, employees or representatives without the prior written consent of Advertiser. The foregoing obligation regarding confidentiality shall remain in effect for a period of three years after the expiration of this Agreement.

10. Representations, Warranties and Covenants

10.1 Representations, Warranties and Covenants of Account. Account represents, warrants and covenants to Advertiser as follows:

10.1.1 Account Authority. Account has full power and authority from the City of Miami Beach, Florida to enter into this Agreement and to grant and convey to Advertiser the rights set forth herein. In addition, Account represents and warrants that it is the agent of and for all advertising and Beverage rights in the Facilities and as such has the full right and authority to enter into this Agreement and to grant and convey to Advertiser the rights set forth herein.

10.1.2 Account Binding Obligation. All necessary approvals for the execution, delivery and performance of this Agreement by Account have been obtained, and this Agreement has been duly executed and delivered by Account and constitutes the legal and binding obligation of Account enforceable in accordance with its terms.

10.1.3 Account Right to License Account Marks. Account has the exclusive right to license the Account Marks.

10.1.4 No Conflict With Other Agreements. Account has not entered into, and during the Term of this Agreement, will not enter into (a) any other agreements which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising or promotional and/or advertising rights that are inconsistent with the rights granted to Advertiser pursuant to this Agreement, including any agreements with concessionaires or contract food service operators, vending companies and/or other entities which sell or distribute Beverages and/or food. Account further covenants that, in the future, during the Term, it will insert a provision requiring compliance with the provisions of this Agreement in any agreements with third party food service operators, vending companies, concessionaires and/or other entities which sell or distribute Beverages and/or food.

10.1.5 During the Term, Advertiser shall be entitled to the most favorable rates charged to any other advertiser or sponsor for signage at the Facilities and/or media sold by or on behalf of Account. If, during the Term, Account or its agents sells any signage or media at a rate less than that charged to Advertiser under this Agreement, then Account shall immediately notify Advertiser and the Sponsorship Fees hereunder shall be reduced to reflect such lower rate.

10.2 Representations and Warranties and Covenants of Advertiser

Advertiser hereby represents, warrants and covenants as follows:

10.2.1 Advertiser Authority. Advertiser has full power and authority to enter into and perform this Agreement.

10.2.2 Advertiser Binding Agreement. All necessary approvals for the execution, delivery and performance for this Agreement by Advertiser have been obtained, and this Agreement has been duly executed and delivered by Advertiser and constitutes the legal and binding obligation of Advertiser enforceable in accordance with its terms.

10.2.3 No Conflict With Other Agreements. Advertiser has not entered into, and during the Term of this Agreement, will not enter into any other agreements which would prevent it from fully complying with the provisions of this Agreement.

11. Insurance

11.1 Account Insurance Obligations. Account agrees to maintain insurance with a company or companies acceptable to Advertiser, which company or companies shall have at least a B+ Best rating. Account agrees to carry a minimum of Two Million Dollars (\$2,000,000) of public liability and property damage insurance to adequately protect the respective interests of the parties hereto. Advertiser shall be shown as an additional insured and shall be furnished with a certificate evidencing such coverage. Such certificate shall further contain a provision that said policy or policies shall not be canceled or modified without thirty (30) days' notice by Account to Advertiser in writing.

11.2 Advertiser Insurance Obligations. Advertiser agrees to maintain a comprehensive program of risk retention and insurance. Advertiser's casualty program for general liability has a minimum of \$1,000,000 per occurrence and automobile has a minimum of \$1,000,000 combined single limit. Network Group International, SMG and The City of Miami, Florida shall be named as additional insureds and shall be furnished with a certificate evidencing such coverage. Workers' Compensation is either insured or self-insured depending upon the particular state involved.

11.3 Adequacy of Insurance Coverage. The parties agree that each party shall have the right, during the Term from time to time, to request evidence of the adequacy of the above insurance coverages.

AMENDMENT AGREEMENT

This Amendment Agreement, made and entered into effective as of January 1, 2001 ("**Amendment Agreement**"), is to amend the Agreement ("**Agreement**") made January 1, 1996, between Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company, a Delaware corporation, (the "**Advertiser**"), and Network Group International, a Pennsylvania Limited Partnership, an authorized agent of and for SMG, a Pennsylvania General Partnership acting as agent of and for the City of Miami Beach (collectively the "**Account**"). Under the Agreement, Account granted Advertiser exclusive advertising, promotional and Beverage availability rights with respect to the Facilities.

WITNESSETH:

WHEREAS, the parties to the Agreement desire to amend certain of its terms and conditions;

NOW THEREFORE, in consideration of the promises made herein, the parties hereto agree as follows:

A. The Agreement shall be amended to redefine the term "Account" by deleting in the preamble of the Agreement "...Network Group International, a Pennsylvania Limited Partnership, an authorized agent of and for..." Furthermore, the preamble of the Agreement is amended by adding the sentence below at the end of the paragraph as follows:

"SMG represents and warrants that Network Group International, is no longer an authorized agent of or for SMG, and SMG, acting as agent of and for the City of Miami Beach, has full right and authority to enter into the Agreement and this Amendment Agreement, and to grant and convey to Advertiser the rights set forth herein."

B. Section 1.10 of the Agreement is amended by deleting it in its entirety and replacing it with the following:

"Term" shall mean the one (1) year and nine (9) month period beginning January 1, 2001 and ending September 30, 2002 ("First Extended Term"). The parties shall have the option to renew the Agreement for an additional two (2) year period beginning October 1, 2002, and ending September 30, 2004 ("Second Extended Term") upon the same terms and conditions set forth in the Agreement, and this Amendment Agreement. The First Extended Term, and Second Extended Term, if any, are sometimes referred to collectively as the "Term." If SMG ceases to be the managing entity of the Miami Beach Convention Center on behalf of the City of Miami Beach, then this Agreement shall terminate on the date of termination of the management agreement between SMG and the City of Miami Beach"

C. Section 5.1 of the Agreement is amended by deleting it in its entirety and replacing it with the following:

" 5.1 For the exclusive promotional rights, exclusive Beverage availability rights and other rights described herein, Advertiser agrees to pay Account Seventy-eight Thousand, Seven Hundred Fifty Dollars (\$78,750) for the entire First Extended Term. During the Second Extended Term, if any, Advertiser agrees Account has the potential to earn a maximum of One Hundred Thousand Dollars (\$100,000)

depending on Account's ability to meet the performance criteria set forth below. Any amounts Advertiser pays Account under this Section 5 during the First Extended Term or Second Extended Term, if any, shall be referred to collectively as the "Sponsorship Fees." Account shall invoice Advertiser for all Sponsorship Fee payments.

5.1.1 The parties agree that Ten Thousand Dollars (\$10,000) of the Sponsorship Fees each year of the Term is payable to Account for sponsorship of a mutually agreeable event.

5.1.2 During the First Extended Term, the Sponsorship Fees shall be paid as follows:

| Payment Schedule | Payment Amount |
|------------------|-----------------|
| Upon Execution | \$33,750 |
| January 1, 2002 | \$22,500 |
| June 1, 2002 | \$22,500 |
| | |
| Total | \$78,750 |

D. Furthermore, Section 5 of the Agreement is amended by adding Sections 5.3 as set forth below:

5.3 During the Second Extended Term, if any, Account has the potential to earn Sponsorship Fees based on one of the three following options:

5.3.1 If the total sales volume at the Facilities during the First Extended Term does not exceed the total sales volume at the Facilities during the time period of January 1, 1999-September 30, 2000 by at least 10%, Advertiser shall pay Account a total of Ninety Thousand Dollars (\$90,000) in four (4) installments of Twenty-two Thousand, Five Hundred Dollars (\$22,500) each on October 1, 2002, April 1, 2003, October 1, 2003, and April 1, 2004; or

5.3.2 If the total sales volume at the Facilities during the First Extended Term exceeds the total sales volume at the Facilities during the time period of January 1, 1999-September 30, 2000 by 10% but less than 15%, Advertiser shall pay Account a total of Ninety-five Thousand Dollars (\$95,000) in four (4) installments of Twenty-three Thousand, Seven Hundred Fifty Dollars (\$23,750) each on October 1, 2002, April 1, 2003, October 1, 2003, and April 1, 2004; or

5.3.3 If the total sales volume at the Facilities during the First Extended Term exceeds the total sales volume at the Facilities during the time period of January 1, 1999-September 30, 2000 by 15% or more, Advertiser shall pay Account a total of One Hundred Thousand Dollars (\$100,000) in four (4) installments of Twenty-five Thousand Dollars (\$25,000) each on October 1, 2002, April 1, 2003, October 1, 2003, and April 1, 2004."

E. Furthermore, Section 8 of the Agreement is amended by deleting the first sentence of Section 8.2 and replacing it with the following:

8.2 Definition of Right of First Refusal. As used herein in this Section 8, the term, "right of first refusal" shall mean that Account shall negotiate exclusively with Advertiser (i) for a period of ninety (90) days before the termination of this Agreement, and/or for a period of ninety (90) days following the date when any new form of signage or other advertising becomes available.

F. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment Agreement and the Agreement, this Amendment Agreement shall control. Each party represents, warrants and covenants to the other as follows:

- a. Authority. It has full power and authority to enter into this Amendment Agreement and to grant and convey the rights set forth herein.
- b. Binding Obligation. All necessary approvals for the execution, delivery and performance of this Amendment Agreement by it have been obtained, and this Amendment Agreement has been duly executed and delivered by it and constitutes the legal and binding obligation of it enforceable in accordance with its terms.

If you are in agreement with the terms and conditions contained in this Amendment Agreement, please have three (3) copies executed by an authorized representative of Account and return two (2) copies to Scott Stephens, Prestige Key Account Manager, Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company, Inc., 3350 Pembroke Road, Hollywood, Florida 33021-8320.

If you have any questions regarding this matter, please Scott Stephens, Prestige Key Accounts Manager at (954) 986-3105.

AGREED TO:

COCA-COLA ENTERPRISES INC.
D/B/A
FLORIDA COCA-COLA BOTTLING
COMPANY

By: 

Printed Name: JAY ARZO

Title: GM: VP FLORIDA COCA COLA

Date: 9/24/01

SMG, AS AGENT OF AND FOR
THE CITY OF MIAMI BEACH

By: 

Printed Name: Douglas W. Tober

Title: General Manager

Date: 7/10/01

SECOND AMENDMENT

This Second Amendment, made and entered into effective as of October 1, 2004 ("**Second Amendment**"), shall constitute an amendment of that certain agreement (the "**Agreement**") made January 1, 1996, between Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company, a Delaware corporation, (the "**Advertiser**"), and SMG, a Pennsylvania General Partnership acting as agent of and for the City of Miami Beach (collectively the "**Account**"), as amended. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

WITNESSETH:

WHEREAS, the parties to the Agreement desire to amend certain of its terms and conditions;

NOW THEREFORE, in consideration of the promises made herein, the parties hereto agree as follows:

A. Section 1 of the Agreement is amended by adding Section 1.11 as set forth below:

"1.11 "Fiscal Year" means each twelve-month period beginning October 1, 2004."

B. Section 1.10 of the Agreement is amended by deleting it in its entirety and replacing it with the following:

" "Term" shall mean the two (2) year period beginning October 1, 2004 and ending September 30, 2006 ("Third Extended Term"). The parties shall have the option to renew the Agreement for two (2) additional one (1) year periods beginning: (i) October 1, 2006, and ending September 30, 2007 ("Fourth Extended Term") and (ii) and October 1, 2007, and ending September 30, 2008 ("Fifth Extended Term") upon the same terms and conditions set forth in the Agreement, and this Second Amendment. The Third Extended Term, and Fourth Extended Term and Fifth Extended Term, if any, are sometimes referred to collectively as the "Term." "

C. Section 2.1, third sentence, of the Agreement is amended by deleting it in its entirety and replacing it with the following:

"Account agrees that, unless otherwise agreed to by Advertiser, Account and Account's concessionaire shall purchase all Products from Advertiser (either directly or as an agent of The Coca-Cola Company), provided that if Advertiser is unable to supply Product(s) which Account desires to purchase, then Account and Account's concessionaire may purchase such Products from another authorized distributor of The Coca-Cola Company."

D. Section 2.2.10 of the Agreement is amended by deleting "During each Agreement Year" and replacing it with "During each Fiscal Year".

E. Section 4.4 of the Agreement is amended by deleting "per Agreement Year" and replacing it with "per Fiscal Year".

F. Section 4 of the Agreement is amended by adding Sections 4.3 and 4.4 as set forth below:

"4.3 Food and Beverage Conventions. Account has the right to make available Competitive Products for sale or distribution at the Facilities during any Food and Beverage Conventions, provided that the manufacturer or distributor of such Competitive Products is a sponsor, host, or exhibitor in such conventions."

"4.4 Dual Logo Bottles of Water. Account has the right to distribute, free of charge only, at the Facilities bottles of water that bear the logos of the Account and a company that is holding a convention at the Facilities, provided that such distribution is made only during the time of such conventions and that such company is not a manufacturer, licensee, or distributor of Competitive Products."

G. Sections 5.1, 5.1.1, 5.1.2, 5.2, 5.3, 5.3.1, 5.3.2, and 5.3.3 of the Agreement are amended by deleting them in their entirety and by replacing them with the following:

- "5.1** During each Fiscal Year of the Third Extended Term, Advertiser agrees to pay Account a minimum of Forty Six Thousand Six Hundred Dollars (\$46,600) in Sponsorship Fees as follows: Forty Six Thousand Six Hundred Dollars (\$46,600) within sixty (60) days after this Second Amendment is fully executed, Twenty Three Thousand Three Hundred Dollars (\$23,300) by January 1, 2006, and Twenty Three Thousand Three Hundred Dollars (\$23,300) by June 30, 2006. In addition, if the total sales volume at the Facilities during either Fiscal Year of the Third Extended Term exceeds twelve thousand six hundred seven (12,607) standard physical cases ("Cases"), Advertiser will pay Account the volume incentive set forth in the table below.
- 5.2** During the Fourth Extended Term, Advertiser agrees to pay Account a minimum of Forty Eight Thousand Two Hundred Dollars (\$48,200) in Sponsorship Fees as follows: Twenty Four Thousand One Hundred Dollars (\$24,100) by January 1, 2007 and Twenty Four Thousand One Hundred Dollars (\$24,100) by June 30, 2007. In addition, if the total sales volume at the Facilities during the Fourth Extended Term exceeds twelve thousand six hundred seven (12,607) Cases, Advertiser will pay Account the volume incentive set forth in the table below.
- 5.3** During the Fifth Extended Term, Advertiser agrees to pay Account a minimum of Forty Eight Thousand Two Hundred Dollars (\$48,200) in Sponsorship Fees as follows: Twenty Four Thousand One Hundred Dollars (\$24,100) by January 1, 2008 and Twenty Four Thousand One Hundred Dollars (\$24,100) by June 30, 2008. In addition, if the total sales volume at the Facilities during the Fifth Extended Term exceeds twelve thousand six hundred seven (12,607) Cases, Advertiser will pay Account the volume incentive set forth in the table below.
- 5.4** **Volume Incentive.** If the total sales volume at the Facilities during either of Fiscal years 2005 and 2006 of the Third Extended Term, during the Fourth Extended Term, or during the Fifth Extended Term exceeds twelve thousand six hundred seven (12,607) standard physical cases, Advertiser will pay Account the following volume incentive as set forth above:

| Extended Term | Case Sales 12608-12986 | Case Sales 12987-13364 | Case Sales 13365-13869 | Case Sales 13870 and above |
|---------------|---------------------------|---------------------------|---------------------------|----------------------------------|
| Third | \$1,600.00 | \$3,200.00 | \$4,800.00 | \$7,700.00 |
| Fourth/Fifth | \$1,050.00 | \$3,700.00 | \$6,350.00 | \$9,000.00 |

H. Furthermore, Section 5 of the Agreement is amended by adding Section 5.6 as set forth below:

"5.6 During each Fiscal Year, Advertiser agrees to provide Account with fifty (50) standard physical cases of 12 oz. bottles of Dasani, with an approximate retail value (as determined by Sponsor) of Eight Hundred Dollars (\$800)."

I. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Second Amendment and the Agreement, as amended, this Second Amendment shall control. Each party represents, warrants and covenants to the other as follows:

- a. Authority. It has full power and authority to enter into this Second Amendment and to grant and convey the rights set forth herein.
- b. Binding Obligation. All necessary approvals for the execution, delivery and performance of this Second Amendment by it have been obtained, and this Second Amendment has been duly executed and delivered by it and constitutes the legal and binding obligation of it enforceable in accordance with its terms.

If you are in agreement with the terms and conditions contained in this Second Amendment, please have three (3) copies executed by an authorized representative of Account and return two (2) copies to Wendy Smiley, Prestige Key Account Manager, Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company, Inc., 3350 Pembroke Road, Hollywood, Florida 33021-8320.

If you have any questions regarding this matter, please call Wendy Smiley, Prestige Key Accounts Manager at (954) 986-3105.

AGREED TO:

COCA-COLA ENTERPRISES INC.
D/B/A
FLORIDA COCA-COLA BOTTLING
COMPANY

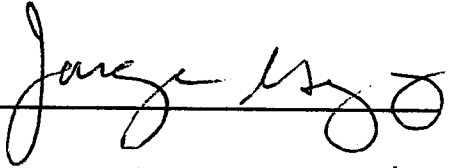
By: 

Printed Name: PAUL DANIEL

Title: MKT. UNIT VICE PRESIDENT

Date: 10-3-05

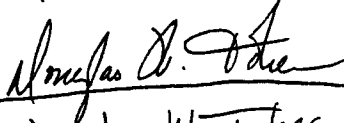
SMG, AS AGENT OF AND FOR
THE CITY OF MIAMI BEACH

By: 

Printed Name: Jorge Gonzalez

Title: City Manager

Date: 11/13/2005

By: 

Name: Douglas W. Tober

Title: General Manager

Date: 11/22/05